



VAL D. IMBRIACO, CMC, CMR, RMC

# City of Linden

Union County, New Jersey

OFFICE OF CITY CLERK  
CITY HALL - 301 N. WOOD AVENUE  
LINDEN, NEW JERSEY 07036  
474-8452

May 22, 2002

Mayor John T. Gregorio  
President of Council Robert F. Bunk

MEMBERS OF THE EMPLOYEE CONTRACT  
NEG. & LABOR RELATIONS COMM.:  
Councilman Thomas Boland, Chairman  
Councilman Ralph Strano  
Councilman Gene Davis  
Councilman Derek Armstead

City Attorney Edward J. Kologi  
City Treasurer Joseph S. Suliga

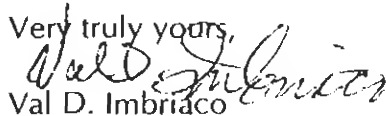
Gentlemen:

Enclosed is a certified copy of the following resolution, which was passed by the Council at its meeting held May 21, 2002:

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN AGREEMENT BETWEEN THE CITY OF LINDEN  
AND CENTRAL DISPATCH 9-1-1 COMMUNICATION  
WORKERS OF AMERICA AFL-CIO**

Also enclosed is a copy of the agreement for the period January 1, 2002 to December 31, 2004, relative thereto.

In accordance with Section 8.2 of the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-8.1, a copy of the Agreement is being filed with the Public Sector Librarian, Rutgers University.

Very truly yours,  


Val D. Imbriaco

City Clerk

VDI:lm

Enclosure

cc: Public Sector Librarian, IMLR Library, Rutgers University, Ryders Lane and  
Clifton Avenue, New Brunswick, New Jersey 08903  
Dorf & Dorf, P.C., 2376 St. Georges Avenue, Rahway, New Jersey 07065  
Communication Workers of America AFL-CIO, 532 Summit Avenue, Jersey City, NJ 07306  
Central Dispatch – Mr. Principato, Supervising Public Safety Telecommunicator – Carol Stancheck

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN AGREEMENT BETWEEN THE CITY OF LINDEN  
AND CENTRAL DISPATCH 9-1-1 COMMUNICATION  
WORKERS OF AMERICA AFL-CIO**

**WHEREAS,** the City of Linden and the Central Dispatch 9-1-1 Communications Workers of America, AFL-CIO, have reached an agreement with regard to rates of pay, hours of work, fringe benefits, working conditions, and other terms and conditions of employment effective from January 1, 2002 to December 31, 2004;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LINDEN** that the Mayor and the City Clerk are hereby authorized to execute the above mentioned agreement.

PASSED: May 21, 2002

ROBERT F. BUNK

\_\_\_\_\_  
President of Council

APPROVED: May 22, 2002

JOHN T. GREGORIO

\_\_\_\_\_  
Mayor

ATTEST:

VAL D. IMBRIACO

\_\_\_\_\_  
City Clerk

Approved by Council on MAY 22 2002

*Val D. Imbriaco*

\_\_\_\_\_  
CITY CLERK

4/10/02

A G R E E M E N T

BETWEEN

CITY OF LINDEN

and

CENTRAL DISPATCH 911  
COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

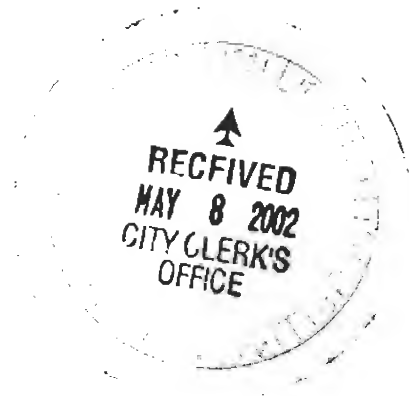
---

JANUARY 1, 2002 THROUGH DECEMBER 31, 2004

---

LAW OFFICES

DORF & DORF, P.C.  
2376 St. Georges Avenue  
Rahway, New Jersey 07065



## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE . . . . .	1
I. RECOGNITION . . . . .	1
II. MANAGEMENT RIGHTS . . . . .	1
III. NON-DISCRIMINATION . . . . .	4
IV. GRIEVANCE PROCEDURE . . . . .	4
V. RATES OF PAY AND OVERTIME . . . . .	7
VI. HOURS OF WORK . . . . .	8
VII. HOLIDAYS AND PERSONAL DAYS . . . . .	9
VIII. VACATIONS . . . . .	11
IX. SICK LEAVE . . . . .	13
X. FUNERAL LEAVE . . . . .	15
XI. HEALTH INSURANCE . . . . .	16
XII. MATERNITY LEAVE . . . . .	19
XIII. LEAVE OF ABSENCE AND MILITARY LEAVE . . . . .	20
XIV. JURY DUTY AND WITNESS DUTY . . . . .	21
XV. OFFICERS OF UNION - RIGHTS AND DUTIES . . . . .	22
XVI. UNION SECURITY AND DUES CHECK-OFF . . . . .	22
XVII. ACCESS TO PERSONNEL FILES . . . . .	23
XVIII. CLOTHING ALLOWANCE . . . . .	24

IX.	BULLETIN BOARDS . . . . .	24
XX.	MISCELLANEOUS . . . . .	25
XXI.	MAINTENANCE OF OPERATIONS . . . . .	26
XXII.	SEPARABILITY AND SAVINGS . . . . .	28
XXIII.	FULLY BARGAINED AGREEMENT . . . . .	28
XXIV.	DURATION OF AGREEMENT . . . . .	29

## PREAMBLE

This Agreement effective January 1, 2002 through December 31, 2004 between the CITY OF LINDEN, New Jersey, hereafter referred to as the "City" and the CENTRAL DISPATCH 911 COMMUNICATIONS WORKERS OF AMERICAN AFL-CIO, hereinafter referred to as the "Union" constitutes the entire agreement between the parties, of all bargainable issues between the City and the Union.

## ARTICLE I

### RECOGNITION

The City hereby recognizes the Union as the sole and exclusive bargaining agent for all Communications Operators employed by the City, in the areas of pay, wages, hours of work, benefits and other terms and conditions of employment.

## ARTICLE II

### MANAGEMENT RIGHTS

A. The City retains and reserves, without limitations, all powers, rights, authority, duties and responsibilities vested in it prior to the signing of this Agreement including the executive management and administrative control of the City Government, the

methods and means of the most efficient and appropriate manner to deploy personnel, as may be determined by the City and to subcontract work performed by employees covered by this Agreement after discussing the impact with the Union, including but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by deploying personnel, methods and means of the most efficient and appropriate manner, and from time to time, to be determined by the City.
2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services after discussing the efficiency with the Union, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be solely in charge of the quality and quantity of the work required.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective

operation of the City and to require compliance by the employees.

4. To hire all employees, and subject to the provisions of law to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.
6. To lay-off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or for other legitimate reasons(s).
7. The City reserves the right with regard to all other conditions of employment, specifically not reserved, to make changes as are necessary or desirable for the efficient and effective operation of the City.

B. In the exercise of the foregoing rights, responsibilities, duties, authority and powers of the City, the adoption of policies, practices, rules and regulations and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such



specific and express terms conform with the laws and Constitution of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S.40A, or any other national, state, county or local laws or regulations.

### ARTICLE III

#### NON-DISCRIMINATION

The provisions of this Agreement will be applied by the City of Linden and by the Union without regard to the employee's race, color, religion, sex, national origin, marital status or Union membership.

### ARTICLE IV

#### GRIEVANCE PROCEDURE

##### A. Definition:

The term "grievance" as used herein means the interpretation, application or violation of this Agreement and may be raised by an individual, the Union or on behalf of an individual or individuals, or the City. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder, shall

be pursuant to the grievance and arbitration procedure.

B. Procedure

A grievance shall be settled in the following manner:

C. Steps of the Grievance Procedure:

STEP ONE:

An employee may orally present and discuss his/her grievance with the immediate supervisor on an informal basis. If the nature of the grievance is such that it affects the work being done, the Supervisor will make the preliminary decision immediately, and the work will proceed on the basis of this decision. If the grievance is not the type, which requires an immediate answer, the Supervisor will give his/her answer within two (2) working days.

STEP TWO:

The grievance shall be reduced to writing by the employee or the Steward and signed by the employee with a copy being given to the Supervisor and to the Steward within eight (8) calendar days of the decision of the Supervisor. The Supervisor shall answer the grievance in writing within eight (8) calendar days.

STEP THREE:

If the Supervisor's answer is not satisfactory, then the Steward shall call in a Representative of the Communicators

Workers of America. The Union Representative and the Steward shall meet with whomever the City appoints within ten (10) calendar days of the Supervisor's answer in Step Two. They shall endeavor to settle the matter as promptly as possible and if they are not able to do so within eight (8) calendar days or within such additional time as they may agree upon, the matter shall be submitted to arbitration by the Union within fifteen (15) days.

D. The Union may submit the matter to arbitration, with a copy to the City, within fifteen (15) calendar days after the Union has received the City's final disposition of the grievance.

1. The arbitrator shall be selected in accordance with the rules and regulations of the New Jersey State Board of Mediation.
2. The arbitrator shall conduct a hearing and shall render his decision in writing with findings of fact and conclusions.
3. The arbitrator shall not add to, subtract from, modify or amend this Agreement.
4. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.
5. The cost of the arbitrator shall be borne equally by the Union and the City and all other expenses

incurred by either side, including the presentation of witnesses, will be borne by the side incurring same.

6. The decision of the arbitrator shall be final and binding subject to N.J.S.A. 2A:24-1 et seq."

## ARTICLE V

### RATES OF PAY AND OVERTIME

#### A. Wages

The following pay schedules will be effective on the dates noted:

	<u>12/31/01</u>	<u>01/01/02</u>	<u>01/01/03</u>	<u>01/01/04</u>
Start	23,598	24,424	25,279	26,290
After 1 <sup>st</sup> year	26,600	27,531	28,495	29,635
After 2 <sup>nd</sup> year	27,842	28,816	29,825	31,018
After 3 <sup>rd</sup> year	29,084	30,102	31,156	32,402
After 4 <sup>th</sup> year	30,326	31,387	32,486	33,785
After 5 <sup>th</sup> year	31,568	32,673	33,817	35,170
After 6 <sup>th</sup> year	32,810	33,958	35,147	36,553
After 7 <sup>th</sup> year	34,052	35,244	36,478	37,937
After 8 <sup>th</sup> year	35,294	36,529	37,808	39,320

Any new dispatchers that are already trained and certified upon being hired will start at the 1<sup>st</sup> year's salary. This

determination shall be made by the 911 Coordinator and Council Liaison.

B. Overtime

Whenever any Communications Operator is asked to work on any of his/her scheduled vacation day he/she shall be paid one and one-half (1-1/2) times their regular hourly rate of pay.

C. Matron Duty

Any dispatcher that is asked to perform Matron duty work, while performing his/her regular scheduled job shall be paid one and one-half (1-1/2) times his/her hourly rate of pay for all hours worked as a Matron.

When there are only two (2) dispatchers on duty and a need for a Matron arises, a dispatcher will be called in at one and one-half (1-1/2) times his/her hourly salary with a minimum call in pay of two (2) hours.

ARTICLE VI

HOURS OF WORK

A. The hours of work will be four (4) consecutive days on duty followed by four (4) consecutive days off duty. Each shift will be for eleven (11) hours per day inclusive of a one (1) hour non-paid lunch period.

B. The 911 Coordinator will determine the specific hours

of work for each shift. These hours may be changed at any time by the City with seven (7) working days notice.

C. The City may terminate this work schedule at any time upon thirty (30) days written notice to the Union.

D. All shift assignments will be posted and seniority will be given preference for shift changes.

1. In the event of a necessity or emergency defined below, dispatchers may be assigned to any shift for the duration of the necessity or emergency.

Necessity: An unequal assignment of senior or junior dispatchers on one shift.

Emergency: Any unusual conditions caused by fire, disaster, civil disturbance or riot whereby the safety of the public is endangered or imperiled or where an entire shift is held over or an entire shift called in early.

## ARTICLE VII

### HOLIDAYS AND PERSONAL DAYS

#### A. Holidays

All employees are entitled to nine (9) days off annually in lieu of time off on official holidays. All employees will receive three (3) working days off with pay for every four (4) months they work. Holidays are to be prorated if employees do

not work the entire four (4) months. All holidays must be taken during the current year. Requests for holidays must be made not less than one (1) month in advance and will be granted in the priority order of the request. All requests for holidays are subject to the approval of the 911-Coordinator. Holidays will not be allowed to accrue and must be taken in the current year. Holidays cannot be sold back to the City and must be taken before retirement.

B. Personal Days

1. Full-time employees covered under this Agreement hired prior to January 1, 2002 will be eligible for two (2) personal days annually.

2. Full-time employees covered under this Agreement hired on or after January 1, 2002 will be eligible for personal days as follows:

After six (6) months of active employment - 1 personal day.

After eleven (11) months of active employment - 2 personal. days.

Thereafter, the full-time employee covered under this Agreement will be eligible for two (2) personal days annually.

3. Request for a personal day off must be made at least two (2) weeks in advance, except in case of a documented emergency, and is subject to the approval of the 911 Coordinator.

4. All personal days must be taken before the end of the calendar year.

5. No payments will be made in lieu of unused personal days.

#### ARTICLE VIII

##### VACATIONS

A. Vacation entitlement shall be based upon the following schedule:

1. Employees hired before January 1, 1999:

<u>PERIOD OF EMPLOYMENT</u>	<u>VACATION ENTITLEMENT</u>
0-1 Year	Credited 3/4 working day per month up to December 31 to be used in the next year of employment.
2 years through 5 years	9 working days
6 years through 10 years	11 working days
11 years through 20 years	14 working days
21 years and over	17 working days

2. Employees hired on or after January 1, 1999:

<u>PERIOD OF EMPLOYMENT</u>	<u>VACATION ENTITLEMENT</u>
0-1 Year	Credited 1/2 working day per month up to December 31 to be used in the next year of employment.
2 years through 5 years	6 working days



6 years through 10 years	8 working days
11 years through 20 years	11 working days
21 years and over	14 working days

B. Vacations cannot be taken during the first year of appointment. Earned vacations for less than one (1) year of service shall be granted during the first full calendar year of employment. One-half (1/2) day shall be credited for each month an employee works up to December 31, to be taken the following year. An employee hired up to the fifteenth (15) day of the month will have earned that month. (EXAMPLE, an employee starts September 1, 1992. At the end of 1992, said employee is entitled to three (3) working days vacation which can be taken between January 1 and December 31, 1993. On January 1, 1993, said employee would be credited nine (9) working days vacation based on a full year's employment in 1993, which can be taken in 1994.)

C. All vacation shall be taken during the current year and vacation time shall not be permitted to be accrued. Vacation time will be granted at the discretion of the 911 Coordinator.

D. All vacation schedule requests must be submitted to the 911 Coordinator no later than March 1 of each year. In the event a request is not submitted by that date, vacations will be scheduled on date of hire.

E. If a dispatcher leaves the position by choice or is terminated for reasons other than retirement or layoff, any vacation days will be lost.

F. The vacation year shall be from January 1<sup>st</sup> to 31<sup>st</sup> of December.

## ARTICLE IX

### SICK LEAVE

A. As used in this subsection, "sick leave" shall mean paid leave that will be granted to an employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of the position, or who is quarantined by a physician because said employee has been exposed to a contagious disease.

B. A certificate from the employee's doctor or Department physician shall be required as sufficient proof of the need for sick leave after an absence of two (2) consecutive working days.

C. Employees shall be entitled to fifteen (15) working days sick leave per calendar year and are entitled to accumulate unused sick days.

1. Newly hired employees are entitled to sick leave based on the following schedule:

1 Month	-	None
2 Months	-	None
3 Months	-	4 Days
4 Months	-	5 Days
5 Months	-	6 Days
6 Months	-	8 Days
7 Months	-	9 Days
8 Months	-	10 Days
9 Months	-	12 Days
10 Months	-	13 Days
11 Months	-	14 Days
12 Months		15 Days

2. The City reserves the right and sole discretion to change back to ten (10) working days of sick leave per calendar year. The Union agrees that such change is not subject to the grievance procedure.

D. Accumulated sick leave shall be used by an employee for personal illness, quarantine restrictions, pregnancy or disabling injuries and may be used for attendance upon a member of the immediate family at the discretion of the 911 Coordinator and concurrence of Council. Request to be made in writing. For the purpose of this paragraph, "immediate family" means a spouse, child, parent or unmarried brother or sister or any other relative living under the same roof.

E. Sick leave will not be granted to a new employee until said employee has accumulated ninety (90) days of credited service.

F. Advance paid sick leave is not permitted.

G. Payment for accrued sick leave will be made only upon retirement or death. Employees will be granted one (1) day of base pay for every three (3) days accumulated sick leave upon retirement, or to the beneficiary, upon death, not to exceed the maximum, as may be provided by the Council.

H. Sick leave and vacation leave credits shall continue to accrue while an employee is on leave with full pay. Credits shall not accrue while an employee is on any leave without pay, except military leave.

#### ARTICLE X

##### FUNERAL LEAVE

A. In the event of a death in an employee's immediate family, namely: spouse, children, brother, sister, parents, parents-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of the employee or spouse, the employee shall be paid in full for the time lost through the day of the funeral not to exceed three (3) consecutive work days, one of which shall be the day of death or day of funeral, to attend to arrangements, services or funeral. This three (3) days funeral leave provision also applies in the event of a death of any other relative if such relative resides with the employee. In the event of a death of an aunt or uncle who does not reside with the employee, the

employee shall be paid for time lost on the day of the funeral provided the employee attends the funeral.

B. Consideration shall be given an employee to extend funeral leave after the day of the funeral to the maximum three (3) days leave permitted with pay, or beyond to a maximum of seven (7) calendar days, the remaining number of days without pay.

C. The City may request submission of proof of death, which may be evidenced by a public newspaper obituary notice. Failure to produce such evidence upon request may result in the forfeiture of funeral leave benefits and/or loss of pay.

## ARTICLE XI

### HEALTH INSURANCE

A. The City shall provide each employee at the City's own cost and expense the following Health Care Insurance with dependent coverage:

1. NJ State Health Benefits Plan
2. Major Medical
3. Dental Care
4. Vision Care

B. The City shall provide all and their eligible dependents with dental care plan, vision care plan and prescription drug plans. The entire cost of premiums to these

benefit plans will be paid by the City. The prescription co-payment shall be as follows:

1. Effective July 1, 2002, \$5.00 for generic drugs and \$10.00 for name brands.

2. If available, a mail order three (3) month maintenance prescription program will be provided.

C. Disability Benefits coverage under the New Jersey Division of Unemployment and Disability Insurance Program. It is mandatory for all employees to participate in the payment of premiums to said Temporary Disability Insurance to the extent dictated solely by the New Jersey Division of Unemployment and Disability.

D. The City will provide all employees with Workers' Compensation Insurance.

E. Declining Health Insurance Coverage

Employees who are covered under the health care insurance plan of a spouse not employed by the City of Linden or employees who have health insurance coverage elsewhere, may decline the City's health insurance coverage and will be entitled to an annual cash payment in accordance with the provisions of the section noted below:

1. The annual cash payment will be \$2,000.00 payable on or about December 20 of each year that the employee has declined the City's health insurance coverage. In the event that

the employee has not been employed for a full calendar year, the aforementioned \$2,000.00 payment will be pro-rated.

2. The declining of health insurance coverage is solely at the employee's option.

3. The employee will notify in writing the finance officer on a form to be provided by the City no later than December 20 of the year preceding the year for which the employee is declining health insurance coverage.

4. Proof of other health insurance coverage as noted above must be included with the form declining the health insurance coverage of the City.

5. In the event an employee requests a return to the City Health Plan prior to receiving the compensation noted in Section E-1, the employee will not be entitled to any payment whatsoever.

6. An employee who requests a return to the City's Health Insurance Plan will be eligible for coverage in accordance with the existing rules and regulations of such coverage.

7. In the event an employee seeking to return to the City Health Plan is not eligible for immediate coverage under such plan, the City will pay for COBRA coverage at a cost not to exceed the cost of premiums being paid for by the employer under the City Health Plan.

F. The City reserves the right to change insurance

carriers and/or plans to self-insure so long as substantially similar benefits are provided. The City will notify the Union not less than thirty (30) days prior to the change.

## ARTICLE XII

### MATERNITY LEAVE

A. All permanent, full-time employees are entitled to maternity leave, which may be granted for a period of up to six (6) months, provided that the request for such leave is made to the 911-Coordinator.

B. A pregnant employee may continue working as long as she is able to perform the duties of her position. The 911-Coordinator may require the employee to have a written statement from her physician in cases of concern for her safety.

C. Maternity leave, when granted, shall be without pay, or employee may use accumulated sick time.

D. When an employee states in writing her intentions of returning to work, the Appointing Authority assumes an obligation to reinstate the employee to the same position or to one (1) of equal status and pay.

E. If an employee returns after extended (one year) or more maternity leave, said employee will be entitled to full benefits with full seniority rights, ninety (90) days after their



return date.

### ARTICLE XIII

#### LEAVE OF ABSENCE AND MILITARY LEAVE

##### A. Leave of Absence

1. Leave of absence may be granted upon written request to the City Council explaining the circumstances for the request, and shall not be granted unless the special circumstances warrant such action.

2. Any employee absent for four (4) consecutive days without notice and approval by his superior, or who fails to report for duty within five (5) business days after the expiration of any approved leave shall be held to have resigned.

##### B. Military Leave

1. Any employee who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in field training, shall be granted such leave for such training as is authorized by law. This paid leave of absence shall be in addition to his/her vacation.

2. When an employee, not on probation, has been called to active duty or inducted into the military or naval forces of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the

duration of such active military service and the City shall make pension payments required during said leave. Each employee must be reinstated without loss of privileges or seniority provided he/she reports for duty with the City within sixty (60) days following his/her honorable discharge or separation from military service, and provided he/she has notified the City of his/her intent to report for duty thirty (30) days prior to his/her discharge from military service.

#### ARTICLE XIV

##### JURY DUTY AND WITNESS DUTY

###### A. Jury Duty

Upon receipt of a notice to serve on Jury Duty, it is incumbent upon the employee to immediately inform the 911 Coordinator. Further, any employee called to Jury Duty shall be granted leave for length of time required. An employee called to jury duty who is released with at least four (4) hours remaining in the work day will report for work. Any monetary compensation less travel expenses for jury duty must be returned to the City Treasurer. Evidence of jury service (time served) must be given to his/her Department Head.

###### B. Witness Duty

When an employee is summoned to appear as a witness in

a Court of law on behalf of the City of Linden, he/she shall suffer no loss of regular straight time pay for such appearance.

## ARTICLE XV

### OFFICERS OF UNION - RIGHTS AND DUTIES

#### A. Union Representatives

Union officials shall be admitted on the premises of the Employer for purposes of Union business with prior permission from the 911 Coordinator and provided there should be no interference with the operations of the department.

#### B. Shop Stewards

The Union has the sole right and discretion to designate one (1) steward and an alternate to specify their responsibilities and authority regarding any Union activities.

## ARTICLE XVI

### UNION SECURITY AND DUES CHECK-OFF

A. The Employer will deduct Union dues from the employee's pay within thirty (30) days following receipt of written authorization from the individual who is a member of the Union. Union dues shall be two (2) hours base pay per month calculated on a forty (40) hour work week.

B. Non-member employees will be required to pay to the Union a representation fee in lieu of dues for services rendered

by the Union, in the amount of eighty five percent (85%) of the regular monthly membership dues.

C. The names, monies and amounts deducted pertaining to the above articles shall be forwarded each month to:

Communications Workers of America  
Treasurer  
67 Scotch Road  
Ewing, New Jersey 08628

D. The Union shall indemnify, defend and save the City harmless against any claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the City in reliance upon the dues or representation fee information furnished by the Union or its representatives.

#### ARTICLE XVII

##### ACCESS TO PERSONNEL FILES

Upon request and with reasonable notice, an employee shall have an opportunity to review and examine his/her personnel file in the presence of the 911 Coordinator or his designee.

The City will honor requests by an employee for copies of documents in the employees personnel file which copies shall be paid for at the customary rate.

## ARTICLE XVIII

### CLOTHING ALLOWANCE

All Communications Operators shall receive a clothing allowance from the City of Linden of four hundred (\$400) dollars per year. In addition, all Communications Operators will receive clothing maintenance of two hundred twenty-five (\$225) dollars per year. Employees who are hired after January 1 of each year will be entitled to prorate clothing and maintenance allowance. Clothing allowance will be paid no later than the first pay period in May. Maintenance will be paid no later than December 1 of the year.

## ARTICLE XIX

### BULLETIN BOARDS

A. The City will furnish space on an existing board for the use by the Union.

B. All notices shall be signed by the Shop Steward to indicate official Union approval.

C. Any notice of a political or personal nature, or other improper subject or a matter unrelated to Union affairs will be subject to immediate removal.

## ARTICLE XX

### MISCELLANEOUS

#### A. Group Leader:

In the event the 911 Coordinator determines the need for a group leader or group leaders, not more than two (2) per shift may be appointed and such group leader(s) will receive an annual stipend of one thousand (\$1,000) dollars pro-rated for the time served in such capacity.

1. The group leader(s) are subject to approval of the City Council, will serve at the pleasure of the City Council and will not received the stipend until so approved by the City Council.

2. The 911 Coordinator may, at any time, with the approval of the City Council change group leaders or abolish same.

3. The stipend for a group leader will cease when that individual reverts back to being a dispatcher. Payments to be made in installments of \$500.00 on July 1<sup>st</sup> and December 1<sup>st</sup>.

#### B. Shift Floater:

A dispatcher assigned to fill in various shift assignments vacated due to illness, vacation or other causes as determined by the 911 Coordinator.

1. A five hundred (\$500) dollar annual stipend paid

in installments no later July 1<sup>st</sup> and December 1<sup>st</sup> shall be given to one dispatcher assigned as a floater to each platoon.

C. Part-time dispatchers:

The City may hire a maximum of four (4) per diem certified 911 Dispatchers to use as needed on an "on call basis" to fill shift vacancies. They shall be paid not less than \$10.00 nor more than \$15.00 per hour with no benefits.

ARTICLE XXI

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the City's departments is of paramount importance to the citizens of the community and that there should be no interference with such operations.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walkout or other job action against the City. The Union agrees that such action would

constitute a material breach of this Agreement.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slow down or other activities aforementioned, or support any such action by any other employee or group of employees of the City, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist immediately and to return work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. In the event of a strike, slow down, work stoppage or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the City to take disciplinary action up to and including termination of the employment of such employee or employees.

E. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such breach by the Union or its members.

F. The City covenants and agrees that there will be no lockout of employees.



## ARTICLE XXII

### SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative; however, all other provisions shall not be affected and shall remain in full force and effect.

## ARTICLE XXIII

### FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2002 and shall remain in effect to and including December 31, 2004, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or other gives notice, in writing, no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Linden on this 2nd day of May 2002.

CENTRAL DISPATCH 911  
COMMUNICATIONS WORKERS  
OF AMERICA AFL-CIO

Mario Rivera  
Mario Rivera

Kathleen P. Barry  
Kathleen P. Barry

CITY OF LINDEN

John T. Gregorio  
Mayor John T. Gregorio

ATTEST:

Val Imbriaco  
Val Imbriaco, City Clerk